

COMP

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UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA

AMBER TROBRIDGE and
 ERICA TROBRIDGE

Plaintiffs,

vs

LARRY NEIL TROBRIDGE

Defendant,

and

MICRO TOOL SERVICES, INC.
 a Ohio corporation,

Nominal Defendant

)
) CASE NO. :
) DEPT. NO.:
)
)
) VERIFIED COMPLAINT FOR MONEY
) DAMAGES DERIVATIVE CLAIM AND
) REPLEVIN/WRIT OF POSSESSION
) AND JURY DEMAND ENDORSED
) HEREIN

The Plaintiff's, AMBER TROBRIDGE and ERICA TROBRIDGE,
 ("Plaintiffs" or "Amber" and/or "Erica"), by and through their
 undersigned counsel, hereby submit the within Complaint against
 the Defendant, LARRY NEIL TROBRIDGE ("Trobridge"), and Nominal

1 Defendant MICRO TOOL SERVICES, INC., A Ohio Corporation ("Micro
2 Tool") (together the "Defendants"), and as grounds therefor state
3 as follows:

4 FACTUAL BACKGROUND

- 5 1. Amber and Erica make the following allegations as to
6 themselves and upon information and belief as to all other
7 matters; however, the Complaint states with particularity
8 the facts on which the beliefs are formed. Matters herein
9 involve facts particularly within the knowledge of the
10 Defendants.
11
12 2. Amber and Erica are both United States citizens. Amber is
13 domiciled within the City of Henderson, in the State of
14 Nevada. Erica is a temporary present resident of Madrid,
15 Spain but is domiciled in San Francisco, in the State of
16 California.
17
18 3. Trobridge is a United States citizen with permanent place
19 of residence within the City of Las Vegas, in the State of
20 Nevada.
21
22 4. Micro Tool is a closely held corporation both incorporated
23 in and with headquarters within the State of Ohio and
24 conducts its primary business within or near the Village of
25 New Lebanon, within the State of Ohio.
26
27 5. The claim for damages in this matter exceeds \$75,000.
28

1 6. Prior to June 2009, Amber (individually) and Erica (in her
2 revocable trust) were each owners of six (6) shares of
3 corporate stock of Micro Tool. In June 2009, prior to the
4 purported special meeting of shareholders discussed in
5 further detail below, Erica removed her shares from her
6 revocable trust, and both Amber and Erica transferred their
7 shares so that they jointly owned twelve (12) shares as
8 tenants-in-common.
9

10 7. Micro Tool's principal shareholder is Trobridge, whose
11 father (Amber and Erica's grandfather) originally created
12 and ran Micro Tool prior to his death. Prior to the
13 purported reverse stock split discussed in further detail
14 below, Trobridge owned ninety-nine (99) shares of Micro
15 Tool.
16

17 8. Besides Trobridge and Amber and Erica, the remaining
18 shareholder of Micro Tool is Duane Leis. Prior to the
19 purported reverse stock split, Duane Leis ("Leis") owned
20 nine (9) shares of corporate stock of Micro Tool.
21

22 9. On information and belief, Trobridge is the President and
23 sole director of Micro Tool.
24

25 10. Pursuant to Ohio Revised Code 1701.56, it is contrary to
26 Ohio corporate law to have a single director when an Ohio
27 corporation has more than one shareholder.
28

1 11. Over the course of running Micro Tool, Trobridge incurred
2 significant debts and mismanaged the company to such an
3 extent that additional revenue was required in order to
4 satisfy both Trobridge's personal debt and loan or loans
5 taken on behalf of Micro Tool with one or more lending
6 institutions.

7
8 12. Trobridge misappropriated Micro Tool's assets for his own
9 personal profit.

10 13. Prior to May 19, 2009, Trobridge, through his attorney,
11 contacted both Amber and Erica in an attempt to buy their
12 shares for approximately \$24,647.05.

13
14 14. On or about May 19, 2009, Amber and Erica received notice
15 of an intended shareholders' meeting on May 26, 2009, the
16 purpose of which in part was to "vote on a one-for-nine
17 reverse stock split [(hereinafter the "Reverse Stock
18 Split")] including the payout of shareholders left with
19 fractional shares." Amber and Erica objected to this notice
20 because it was improperly served to Erica, who at the time
21 was living outside the United States.

22
23 15. On or about May 26, 2009, Amber and Erica received a
24 Revised Notice of Special Shareholder Meeting informing
25 them of an intended shareholders' meeting on June 8, 2009.
26
27
28

1 16. Prior to June 8, 2009, Amber and Erica combined their
2 holdings, as tenants-in-common, into a single holding of
3 twelve (12) shares.

4 17. Prior to June 8, 2009, Amber and Erica submitted proxies
5 containing their objections to the shareholders' meeting
6 and notice of their combining their shares into one holding
7 as tenants-in-common.
8

9 18. On information and belief, on June 9, 2009, Trobridge, the
10 only shareholder present, purportedly held the
11 shareholders' meeting, at which he refused to recognize
12 Amber and Erica's joint shares as tenants in common and
13 allegedly proceeded to conduct the Reverse Stock Split and
14 purchase back Amber and Erica's shares. On information and
15 belief, Leis, the only other Micro Tool shareholder, was
16 not present and did not submit a proxy.
17

18 19. Following the June 9, 2009 Special Shareholder Meeting, it
19 is Trobridge's position that Amber and Erica no longer own
20 or control any shares of Micro Tool.
21

22 **JURISDICTION AND VENUE**

23 20. Plaintiffs incorporate paragraphs 1 through 19 of the
24 Complaint as if fully rewritten herein.
25

26 21. This Court has proper jurisdiction pursuant to 28 U.S.C.
27 § 1331 and 18 U.S.C. § 1965. This Court has pendant
28 jurisdiction over the state law claims in this Complaint

1 pursuant to 28 U.S.C. § 1367(a) as they arise out of a
2 common nucleus of operative fact with the federal claims in
3 this Complaint.

4 22. This Court has proper venue pursuant to 18 U.S.C. § 1965
5 and 28 U.S.C. § 1391(b)(2).

6
7 COUNT I

8 **Securities Fraud in Violation of Section 10(b) of the
9 Securities Exchange Act of 1934 and Rule 10b-5 (all Defendants)**

10 23. Plaintiffs incorporate paragraphs 1 through 22 of the
11 Complaint as if fully rewritten herein.

12 24. 15 U.S.C. § 78j (Section 10(b)) in pertinent part provides:

13 It shall be unlawful for any person,
14 directly or indirectly, by the use of any
15 means or instrumentality of interstate
16 commerce or of the mails, or of any facility
17 of any national securities exchange -

18

19 (b) To use or employ, in connection with
20 the purchase or sale of any security
21 . . . any manipulative or deceptive
22 device . . .

23 Rule 10b-5 provides:

24 It shall be unlawful for any person,
25 directly or indirectly, by the use of any
26 means or instrumentality of interstate
27 commerce, or of the mails, or of any
28 facility of any national securities
exchange.

(a) to employ any device, scheme, or
artifice to defraud.

(b) to make any untrue statement of a
material fact or to omit to state a
material fact necessary in order to
make the statements made, in the

1 light of the circumstances under
2 which they were made, not
misleading, or

3 (c) to engage in any act, practice, or
4 course of business which operates or
5 would operate as a fraud or deceit
6 upon any person, in connection with
the purchase or sale of any
security.

7 25. The Notices of Special Shareholder Meeting were for special
8 shareholders' meetings involving the purchase and selling
9 of securities issued by Micro Tool. Defendants created and
10 distributed these notices by the use of the mails,
11 telephone, e-mail, and other means of interstate commerce.
12

13 26. The representations made by, and the information contained
14 in, the Notices of Special Shareholder Meeting are material
15 and intended by Defendants to be justifiably relied upon by
16 persons, including Plaintiffs.
17

18 27. Pursuant to Section 10(b) of the Securities Exchange Act of
19 1934 and Rule 10b-5 promulgated thereunder, both of which
20 apply to even face-to-face securities transactions so long
21 as means of interstate commerce are used, Amber and Erica
22 are entitled to full, fair, and adequate disclosure of all
23 material facts related to Micro Tool and its plans. If
24 they are not provided such, then Micro Tool and the
25 corporate insiders are required to abstain from any
26 transactions amounting to a purchase of their shares, a
27 situation commonly referred to as "insider trading."
28

1 28. The Special Shareholders' Meeting involved the Reverse
2 Stock Split and purchase for value of certain, purportedly
3 remaining, fractional shares owned by Plaintiffs. These
4 shares were improperly taken and repurchased by Micro Tool
5 at a grossly undervalued price.

6 29. These actions and omissions by Defendants constitute fraud
7 in connection with the purchase of securities. Defendants
8 knew or acted in reckless disregard of the misstated or
9 omitted material facts; therefore, Defendants acted with
10 scienter.
11

12 30. Despite Micro Tool's purported repurchase of Amber and
13 Erica's shares, no funds have ever been tendered to Amber
14 or Erica in exchange for their shares.
15

16 31. Defendants' acts and/or omissions, as described above and
17 throughout the Complaint, violate 15 U.S.C. § 78j and Rule
18 10b-5.
19

20 32. As a direct and proximate result of Defendants' violation
21 of 15 U.S.C. § 78j and Rule 10b-5, Plaintiffs are damaged,
22 and continue to be damaged, in excess of \$75,000.
23 Plaintiffs are entitled to compensatory damages, interest,
24 attorneys' fees and costs, and all other legal and
25 equitable relief.
26
27
28

COUNT II

Breach of Fiduciary Duty

(Derivative Claim against Trobridge as Officer and Director)

33. Plaintiffs incorporate paragraphs 1 through 32 of the Complaint, as if fully rewritten herein.

34. Micro Tool's officer(s), including Trobridge, and Micro Tool's director(s), including Trobridge, owed fiduciary duties to Micro Tool, including the duty of care, duty of loyalty, duty of full disclosure, and duty to avoid self dealing.

35. Micro Tool's officer(s), including Trobridge, and director(s), including Trobridge, breached their fiduciary duties by among other things:

a. Allowing Trobridge to continuously sell items, over the Internet, that were purchased and owned by Micro Tool and then keep the subsequent proceeds;

b. Allowing Trobridge to use Micro Tool's assets to purchase items for his personal household use;

c. Allowing Trobridge to establish an income from Micro Tool for his mother, who provided no services to Micro Tool, for the purposes of keeping said income for himself to avail himself of his mother's lower tax bracket;

d. Allowing Trobridge to place his now-ex-wife, Claudia Trobridge, who provided no services to Micro Tool, on

1 the Micro Tool payroll while they were married and to
2 continue to pay her, as an employee, for alimony
3 purposes, at the rate of approximately \$600 per week
4 for four years;

5 e. Allowing Trobridge to place certain individuals on the
6 Micro Tool payroll, when such individuals provided no
7 services to Micro Tool and instead provided personal
8 services to Trobridge at his Nevada home;

9 f. Allowing Trobridge to collect an annual salary of
10 \$300,000 per year when he was neither a full-time, nor
11 significant part-time, employee, rather than convey
12 said amount as dividends to all of Micro Tool's
13 shareholders;

14 g. Allowing for the alleged or attempted compulsory
15 reverse buy back of Plaintiffs' shares at a value
16 substantially below the fair market value, for no
17 valid business purpose, and to the primary personal
18 benefit of Trobridge;

19 h. Allowing for the alleged or attempted compulsory
20 reverse buy back of Plaintiffs' shares at a value
21 substantially below the fair market value, for no
22 valid business purpose, when it was known or should
23 have been known that Micro Tool and its shares were
24 worth significantly more;

1 i. Failing fully and accurately to disclose the financial
2 status of Micro Tool;

3 j. Failing fully and accurately to disclose Trobridge's
4 improper use of corporate assets; and

5 k. Failing to fully and accurately disclose the true fair
6 market value of Micro Tool.
7

8 36. At all times relevant to this Count, Amber and Erica were
9 shareholders of Micro Tool.

10 37. This is not a collusive action to confer jurisdiction that
11 this Court would otherwise lack.

12 38. Demand on Micro Tool to initiate a lawsuit would be futile
13 as Trobridge is the president, sole director, and majority
14 shareholder of Micro Tool and he would, in all certainty,
15 use those positions to prevent Micro Tool from bringing
16 suit against him.
17

18 39. As a direct and proximate result of Defendant's actions,
19 Micro Tool was damaged, and continues to be damaged, in
20 excess of \$75,000.
21

22 40. As a direct and proximate result of Defendant's actions,
23 Amber and Erica, as Micro Tool shareholders, were damaged,
24 and continue to be damaged, in excess of \$75,000.
25 Plaintiffs are entitled to compensatory and punitive
26 damages, interest, attorneys' fees and costs, and all other
27 legal and equitable relief.
28

COUNT III

Corporate Waste

(Derivative Claim against Trobridge as Officer and Director)

41. Plaintiffs incorporate paragraphs 1 through 40 of the Complaint as if fully rewritten herein.

42. Micro Tool's officer(s), including Trobridge, and director(s), including Trobridge, were not entitled to waste the assets of Micro Tool.

43. Micro Tool's officer(s), including Trobridge, and director(s), including Trobridge, wasted the assets of Micro Tool by among other things:

a. Allowing Trobridge to continuously sell items, over the Internet, that were purchased and owned by Micro Tool and then keep the subsequent proceeds;

b. Allowing Trobridge to use Micro Tool's assets to purchase items for his personal household use;

c. Allowing Trobridge to establish an income from Micro Tool for his mother, who provided no services to Micro Tool, for the purposes of keeping said income for himself to avail himself of his mother's lower tax bracket;

d. Allowing Trobridge to place his now-ex-wife, Claudia Trobridge, who provided no services to Micro Tool, on the Micro Tool payroll while they were married and to continue to pay her, as an employee, for alimony

1 purposes, at the rate of approximately \$600 per week
2 for four years;

3 e. Allowing Trobridge to place certain individuals on the
4 Micro Tool payroll, when such individuals provided no
5 services to Micro Tool, and instead provided personal
6 services to Trobridge at his Nevada home;

7
8 f. Allowing Trobridge to collect an annual salary of
9 \$300,000 per year when he was neither a full-time, nor
10 significant part-time, employee, rather than convey
11 said amount as dividends to all of Micro Tool's
12 shareholders;

13
14 g. Allowing for the alleged or attempted compulsory
15 reverse buy back of Plaintiffs' shares at a value
16 substantially below the fair market value, for no
17 valid business purpose, and to the primary personal
18 benefit of Trobridge; and

19
20 h. Allowing for the alleged or attempted compulsory
21 reverse buy back of Plaintiffs' shares at a value
22 substantially below the fair market value, and for no
23 valid business purpose, when it was known or should
24 have been known that Micro Tool and its shares were
25 worth significantly more.
26

27 44. At all times relevant to this Count, Amber and Erica were
28 shareholders of Micro Tool.

1 45. This is not a collusive action to confer jurisdiction that
2 this Court would otherwise lack.

3 46. Demand on Micro Tool to initiate a lawsuit would be futile
4 as Trobridge is the president, sole director, and majority
5 shareholder of Micro Tool and he would, in all certainty,
6 use those positions to prevent Micro Tool from bringing
7 suit against him.
8

9 47. As a direct and proximate result of Defendant's actions,
10 Micro Tool was damaged, and continues to be damaged, in
11 excess of \$75,000.

12 48. As a direct and proximate result of Defendant's actions,
13 Amber and Erica, as Micro Tool shareholders, were damaged,
14 and continue to be damaged, in excess of \$75,000.
15 Plaintiffs are entitled to compensatory and punitive
16 damages, interest, attorneys' fees and costs, and all other
17 legal and equitable relief.
18
19

20 COUNT IV

21 **Breach of Fiduciary Duty**
(Controlling Shareholder Trobridge)

22 49. Plaintiffs incorporate paragraphs 1 through 48 of the
23 Complaint as if fully rewritten herein.

24 50. Trobridge, as controlling shareholder of Micro Tool, by
25 virtue of his ownership of at or about ninety-nine (99)
26 shares out of at or about one hundred twenty (120) shares
27 issued and outstanding, owed fiduciary duties to the
28

1 minority shareholders of Micro Tool, including Amber and
2 Erica. Such duties included the duty of care, duty of
3 loyalty, duty of full disclosure, and duty to avoid self
4 dealing.

5 51. Trobridge breached his fiduciary duties by among other
6 things:

7
8 a. Continuously selling items over the Internet that were
9 purchased and owned by Micro Tool and then keeping the
10 subsequent proceeds;

11 b. Using Micro Tool's assets to purchase items for his
12 personal household use;

13 c. Providing an income from Micro Tool for his mother,
14 who provided no services to Micro Tool, for the
15 purposes of keeping said income for himself to avail
16 himself of his mother's lower tax bracket;

17
18 d. Placing his now-ex-wife, Claudia Trobridge, who
19 provided no services to Micro Tool, on the Micro Tool
20 payroll while they were married and to continuing to
21 pay her, as an employee, for alimony purposes, at the
22 rate of approximately \$600 per week for four years;

23
24 e. Placing certain individuals on the Micro Tool payroll,
25 when such individuals provided no services to Micro
26 Tool, and instead provided personal services to
27 Trobridge at his Nevada home;
28

1 f. Collecting an annual salary of \$300,000 per year when
2 he was neither a full-time, nor significant part-time,
3 employee, rather than convey said amount as dividends
4 to all of Micro Tool's shareholders;

5 g. Allowing for the alleged or attempted compulsory
6 reverse buy back of Plaintiffs' shares at a value
7 substantially below the fair market value, for no
8 valid business purpose, and to the primary personal
9 benefit of Trobridge;
10

11 h. Allowing for the alleged or attempted compulsory
12 reverse buy back of Plaintiffs' shares at a value
13 substantially below the fair market value, for no
14 valid business purpose, when it was known or should
15 have been known that Micro Tool and its shares were
16 worth significantly more;
17

18 i. Failing to fully and accurately disclose the financial
19 status of Micro Tool;
20

21 j. Failing to fully and accurately disclose Trobridge's
22 improper use of corporate assets;

23 k. Failing to fully and accurately disclose the true fair
24 market value of Micro Tool;

25 l. Purporting to amend the Code of Regulations of Micro
26 Tool to provide for one director, in violation of Ohio
27 Revised Code § 1701.56; and
28

1 m. Maintaining a single director in violation of Ohio
2 Revised Code § 1701.56.

3 52. Trobridge performed the foregoing acts and omissions for
4 his own personal benefit, rather than the benefit of Micro
5 Tool and all of its shareholders.

6 53. As a direct and proximate result of Defendant's breach,
7 Plaintiffs are damaged, and continue to be damaged, in
8 excess of \$75,000. Plaintiffs are entitled to compensatory
9 and punitive damages, interest, attorneys' fees and costs,
10 and all other legal and equitable relief.
11

12 **COUNT V**
13 **Corporate Waste**
14 **(Controlling Shareholder Trobridge)**

15 54. Plaintiffs incorporate paragraphs 1 through 53 of the
16 Complaint as if fully rewritten herein.

17 55. Trobridge, as controlling shareholder of Micro Tool, by
18 virtue of his ownership of at or about ninety-nine (99)
19 shares out of at or about one hundred twenty (120) shares
20 issued and outstanding, was not entitled to waste corporate
21 assets to the detriment of the minority shareholders of
22 Micro Tool, including Amber and Erica.
23

24 56. Trobridge wasted corporate assets by among other things:

25 a. Continuously selling items over the Internet that were
26 purchased and owned by Micro Tool and then keeping the
27 subsequent proceeds;
28

1 b. Using Micro Tool's assets to purchase items for his
2 personal household use;

3 c. Providing an income from Micro Tool for his mother,
4 who provided no services to Micro Tool, for the
5 purposes of keeping said income for himself to avail
6 himself of his mother's lower tax bracket;

7 d. Placing his now-ex-wife, Claudia Trobridge, who
8 provided no services to Micro Tool, on the Micro Tool
9 payroll while they were married and to continuing to
10 pay her, as an employee, for alimony purposes, at the
11 rate of approximately \$600 per week for four years;

12 e. Placing certain individuals on the Micro Tool payroll,
13 when such individuals provided no services to Micro
14 Tool, and instead provided personal services to
15 Trobridge at his Nevada home;

16 f. Collecting an annual salary of \$300,000 per year when
17 he was neither a full-time, nor significant part-time,
18 employee, rather than convey said amount as dividends
19 to all of Micro Tool's shareholders;

20 g. Allowing for the alleged or attempted compulsory
21 reverse buy back of Plaintiffs' shares at a value
22 substantially below the fair market value, for no
23 valid business purpose, and to the primary personal
24 benefit of Trobridge; and
25
26
27
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1 h. Allowing for the alleged or attempted compulsory
2 reverse buy back of Plaintiffs' shares at a value
3 substantially below the fair market value, for no
4 valid business purpose, when it was known or should
5 have been known that Micro Tool and its shares were
6 worth significantly more.
7

8 57. As a direct and proximate result of Defendant's waste,
9 Plaintiffs were damaged, and continue to be damaged, in
10 excess of \$75,000. Plaintiffs are entitled to compensatory
11 and punitive damages, interest, attorneys' fees and costs,
12 and all other legal and equitable relief.
13

14 COUNT VI

15 **Aiding and Abetting Breaches of Fiduciary Duty**
16 **and Corporate Waste**
(Defendant Micro Tool)

17 58. Plaintiffs incorporate paragraphs 1 through 57 of the
18 Complaint as if fully rewritten herein.

19 59. Defendant Micro Tool has a duty to refrain from knowingly
20 providing substantial assistance to another person in
21 breaching that other person's fiduciary duties.
22

23 60. Micro Tool was aware of the acts by its officer(s),
24 director(s), and controlling shareholder which violated
25 their fiduciary duties and constituted corporate waste.

26 61. Micro Tool assisted its officer(s), director(s), and
27 controlling shareholder in violating their fiduciary duties
28

1 and wasting the assets of the corporation by among other
2 things:

- 3 a. Allowing Trobridge to continuously sell items, over
4 the Internet, that were purchased and owned by Micro
5 Tool and then keep the subsequent proceeds;
6
7 b. Allowing Trobridge to use Micro Tool's assets to
8 purchase items for his personal household use;
9
10 c. Allowing Trobridge to establish an income from Micro
11 Tool for his mother, who provided no services to Micro
12 Tool, for the purposes of keeping said income for
13 himself to avail himself of his mother's lower tax
14 bracket;
15
16 d. Allowing Trobridge to place his now-ex-wife, Claudia
17 Trobridge, who provided no services to Micro Tool, on
18 the Micro Tool payroll while they were married and to
19 continue to pay her, as an employee, for alimony
20 purposes, at the rate of approximately \$600 per week
21 for four years;
22
23 e. Allowing Trobridge to place certain individuals on the
24 Micro Tool payroll, when such individuals provided no
25 services to Micro Tool, and instead provided personal
26 services to Trobridge at his Nevada home;
27
28 f. Allowing Trobridge to collect an annual salary of
\$300,000 per year when he was neither a full-time, nor

1 significant part-time, employee, rather than convey
2 said amount as dividends to all of Micro Tool's
3 shareholders;

4 g. Allowing for the alleged or attempted compulsory
5 reverse buy back of Plaintiffs' shares at a value
6 substantially below the fair market value, for no
7 valid business purpose, and to the primary personal
8 benefit of Trobridge;
9

10 h. Allowing for the alleged or attempted compulsory
11 reverse buy back of Plaintiffs' shares at a value
12 substantially below the fair market value, for no
13 valid business purpose, when it was known or should
14 have been known that Micro Tool and its shares were
15 worth significantly more;
16

17 i. Failing to fully and accurately disclose the financial
18 status of Micro Tool;
19

20 j. Failing to disclose Trobridge's improper use of
21 corporate assets;

22 k. Failing to fully and accurately disclose the true fair
23 market value of Micro Tool;

24 l. Purporting to amend the Code of Regulations of Micro
25 Tool to provide for one director, in violation of Ohio
26 Revised Code § 1701.56; and
27
28

1 m. Allowing the other acts and practices as alleged
2 herein.

3 62. As a direct and proximate result of Defendant Micro Tool's
4 aiding and abetting, Plaintiffs are damaged, and continue
5 to be damaged, in excess of \$75,000. Plaintiffs are
6 entitled to compensatory and punitive damages, interest,
7 attorneys' fees and costs, and all other legal and
8 equitable relief.
9

10 COUNT VII

11 Breach of Fiduciary Duty

12 (Trobridge, as Trustee of

The Revocable Living Trust of Erica Trobridge)

13 63. Plaintiffs incorporate paragraphs 1 through 62 of the
14 Complaint as if fully rewritten herein.

15 64. Trobridge, as trustee of The Revocable Living Trust of
16 Erica Trobridge, under an agreement dated September 20,
17 1996, owed fiduciary duties to Erica, the beneficiary of
18 said trust.
19

20 65. Trobridge, prior to and at the Special Meeting of the
21 Shareholders of Micro Tool, on or about June 9, 2009, acted
22 as trustee of The Revocable Living Trust of Erica
23 Trobridge.
24

25 66. Trobridge breached his fiduciary duties as trustee of The
26 Revocable Living Trust of Erica Trobridge by among other
27 things:
28

- a. Failing to disclose material facts regarding Micro Tool to the trust beneficiary;
- b. Voting against the interests of the trust beneficiary, specifically, in such a matter as to rid the beneficiary of shares through the Reverse Stock Split;
- c. Acting against the best interests of the beneficiary in contravention of his duty to act in accordance with the highest standard of integrity; with utmost good faith; and with scrupulous openness, fairness, and honesty;
- d. Abusing his relationship of trust or confidence for personal aggrandizement; and
- e. Other acts and practices as alleged herein.

67. As a direct and proximate result of Defendant's violation, Erica is damaged, and continues to be damaged, in excess of \$75,000. Erica is entitled to compensatory and punitive damages, interest, attorneys' fees and costs, and all other legal and equitable relief.

COUNT VIII
Conversion (All Defendants)

68. Plaintiffs incorporate paragraphs 1 through 67 of the Complaint as if fully rewritten herein.

69. Trobridge wrongfully controlled or exercised dominion over property belonging to others, specifically Micro Tool and,

1 by virtue of share ownership, the shareholders, including
2 but not limited to Amber and Erica, inconsistent with or in
3 denial of the rights of said owners.

4 70. Micro Tool and its director(s), officer(s), controlling
5 shareholder, managers, and members, including Trobridge,
6 knowingly allowed or enabled said conversion to proceed and
7 continue to the detriment of the Plaintiffs.
8

9 71. Said conversion involved, among others:

10 a. The selling of items purchased and owned by Micro
11 Tool, on one or more Internet auction sites, for
12 Trobridge's own personal profit;

13 b. Placing Trobridge's mother on the Micro Tool payroll
14 for the purposes of Trobridge's own personal profit;

15 c. Placing Trobridge's ex-wife Claudia Trobridge on the
16 Micro Tool payroll for the purposes of Trobridge's own
17 personal profit; and
18

19 d. Such other acts and practices as alleged herein.
20

21 72. As a direct and proximate result of Defendants' violation,
22 Plaintiffs are damaged, and continue to be damaged, in
23 excess of \$75,000. Plaintiffs are entitled to compensatory
24 and punitive damages, interest, attorneys' fees and costs,
25 and all other legal and equitable relief.
26
27
28

COUNT IX

Unjust Enrichment (All Defendants)

73. Plaintiffs incorporate paragraphs 1 through 72 of the Complaint as if fully rewritten herein.

74. Micro Tool and all or some of its director(s), officer(s), and controlling shareholder, including Trobridge, obtained benefits bestowed upon them, which were then used to unjustly enrich themselves.

75. This unjust enrichment includes, but is not limited to:

a. The use of a reverse stock split to allegedly effectuate or attempt a "buyout" of remaining shareholders to consolidate share ownership to a few individuals, including but not limited to Trobridge and Leis, with knowledge that the remaining shares would be sold at higher prices than that paid to minority shareholders, specifically Amber and Erica;

b. The use of corporate-owned funds and shareholder dividends, for purchase of various personal services to and for Trobridge's personal benefit; and

c. Such other acts and practices as alleged herein.

76. As a direct and proximate result of Defendants' violation, Plaintiffs are damaged, and continue to be damaged, in excess of \$75,000. Plaintiffs are entitled to compensatory

1 and punitive damages, interest, attorneys' fees and costs,
2 and all other legal and equitable relief.

3 COUNT X

4 **Excess Compensation (Trobridge)**

5 77. Plaintiffs incorporate paragraphs 1 through 76 of the
6 Complaint as if fully rewritten herein.

7 78. Trobridge provided himself with income of approximately
8 \$300,000 annually from Micro Tool.

9 79. Trobridge was neither a full-time, nor significant part-
10 time, employee of Micro Tool for the time period this
11 Complaint encompasses.

12 80. The compensation provided Trobridge is disproportionately
13 excessive in comparison to the responsibilities and
14 contributions of Trobridge on behalf of Micro Tool's day-
15 to-day operations.

16 81. Such excess compensation represents dividends which should
17 have been distributed to all the shareholders.

18 82. As a direct and proximate result of Defendant's violation,
19 Plaintiffs are damaged, and continue to be damaged, in
20 excess of \$75,000. Plaintiffs are entitled to compensatory
21 and punitive damages, interest, attorneys' fees and costs,
22 and all other legal and equitable relief.
23
24
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27
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COUNT XI

Violation of 18 U.S.C. § 1962

The Racketeer Influenced and Corrupt Organizations Act

"R.I.C.O."

(All Defendants)

83. Plaintiffs incorporate paragraphs 1 through 82 of the Complaint as if fully rewritten herein.

84. The full scope of Defendants' theft and wrongdoing is unknown and Plaintiffs' investigation of same continues. As the nature of Defendants' conduct and the information concerning same is uniquely in possession of Defendants and their accomplices, known and unknown, the full extent of their fraudulent and corrupt enterprise and the participants therein will not be known until full and complete discovery is had.

R.I.C.O. Persons

85. Trobridge, as an individual, and as an officer of Micro Tool, along with Micro Tool, are each a "person" within the meaning of 18 U.S.C. §1961(3).

R.I.C.O. Enterprise

86. For the purpose of 18 U.S.C. §1962(c), Trobridge, as an individual, and as an officer of Micro Tool, along with Micro Tool, comprise an association-in-fact enterprise (hereinafter, "the Enterprise") within the meaning of 18 U.S.C. §1961(4).

1 87. Through the Enterprise, Trobridge, as an individual, and as
2 an officer of Micro Tool, along with Micro Tool, conducted,
3 directed, and participated in the conduct of the
4 Enterprise's affairs through a pattern of racketeering
5 activity, as set forth herein, for the purpose of
6 conducting the unlawful activities described herein.
7

8 88. For the purpose of 18 U.S.C. §1962(c), Trobridge, as an
9 individual, and as an officer of Micro Tool, and Micro Tool
10 were each employed by and/or associated with the
11 Enterprise, and had authority within the Enterprise and/or
12 conducted or participated in the unlawful conduct set forth
13 herein through the Enterprise.
14

15 89. Trobridge, as an individual, and as an officer of Micro
16 Tool, and Micro Tool, as the principal architects of the
17 unlawful and fraudulent conduct set forth herein, conducted
18 the Enterprise's affairs through the pattern of
19 racketeering activity set forth herein.
20

21 **Effect on Interstate Commerce**

22 90. The association-in-fact of Trobridge, as an individual, and
23 as an officer of Micro Tool, along with Micro Tool, engages
24 in and effects interstate commerce by maintaining contacts
25 and conducting economic and other activities throughout the
26 United States, in furtherance of the Enterprise.
27
28

Predicate Acts of Racketeering Activity - In General

91. Trobridge, as an individual, and as an officer of Micro Tool, and Micro Tool, conducted the Enterprise's affairs through a pattern of predicate acts, including the commission of numerous violations of the Federal Mail Fraud Statute, 18 U.S.C. § 1341; the Federal Wire Fraud Statute, 18 U.S.C. § 1343; Transportation of Stolen Goods over Interstate Lines, 18 U.S.C. § 2314; and Sale of Stolen Goods over Interstate Lines, 18 U.S.C. § 2315.

Mail and/or Wire Fraud

92. Among other predicate acts, Trobridge, as an individual, and as an officer of Micro Tool, and Micro Tool, knowingly used or caused to be used the mails and/or wire communications in violation of 18 U.S.C. §§ 1341 & 1343 in furtherance of a scheme or artifice to defraud, and with specific intent to defraud. Specifically, Trobridge, as an individual, and as an officer of Micro Tool, and Micro Tool, used or caused to be used the mails and/or wire communications in connection with and in furtherance of repeated conversion of funds of Micro Tool over many years, including:

- a. The sale of items purchased and owned by Micro Tool, on one or more Internet auction sites, for Trobridge's own personal profit;

1 b. The placement of Trobridge's mother on the Micro Tool
2 payroll for the purposes of Trobridge's own personal
3 profit;

4 c. The placement of Trobridge's ex-wife Claudia Trobridge
5 on the Micro Tool payroll for the purposes of
6 Trobridge's own personal profit; and

7 d. Such other acts and practices as alleged herein.
8

9 93. On information and belief, in 2009, Trobridge, as an
10 individual, and as an officer of Micro Tool, and Micro
11 Tool, participated in the Enterprise, which caused W-2s for
12 2008 to be mailed to Trobridge's mother which falsely
13 indicated that Trobridge's mother had received income from
14 Micro Tool. Plaintiffs believe these W-2s were intended to
15 further the Defendants' scheme to defraud the United States
16 government of tax revenues by reporting income received by
17 Trobridge to individuals with a lower tax rate than him.
18

19 94. On information and belief, Trobridge, as an individual, and
20 as an officer of Micro Tool, and Micro Tool, acted in
21 violation of 18 U.S.C. §1341 and/or 18 U.S.C. §1343 in
22 furtherance of a scheme or artifice to defraud, and with
23 specific intent to defraud, included but are not limited
24 to: (a) maintaining contacts and conspiring by mail and/or
25 wire in furtherance of the aforementioned fraudulent
26 activities; (b) forwarding fraudulent invoices/timeslips
27
28

1 for compensation of work by individuals not employed nor
2 actually performing the work indicated, for Trobridge's
3 personal profit; (c) forwarding and exercising consents,
4 resolutions and agreements by mail and/or wire in
5 connection with and/or in furtherance of the above named
6 frauds; and (d) opening domestic bank accounts by mail
7 and/or wire in connection with and in furtherance of,
8 selling company resources on eBay for personal profit.
9

10 95. On or about May 19, 2009, in furtherance of the Reverse
11 Stock Split scheme, Trobridge, as an individual, and as an
12 officer of Micro Tool, and Micro Tool, participated in the
13 Enterprise, which caused a notice of an intended
14 shareholders meeting to be sent to Plaintiffs via email and
15 postal mail. Plaintiffs believe this notice was intended
16 to further Defendants' scheme to defraud Plaintiffs of
17 their shares of Micro Tool.
18

19 96. On or about May 26, 2009, Trobridge and Micro Tool
20 participated in the Enterprise, which caused a Revised
21 Notice of Special Shareholder Meeting to be sent to
22 Plaintiffs via email and postal mail. Plaintiffs believe
23 this revised notice was intended to further the Defendants'
24 scheme to defraud Plaintiffs of their shares of Micro Tool.
25
26
27
28

Transportation and/or Sale of Stolen Goods over InterstateLines

97. On multiple occasions between the year 2000 and the filing of this Complaint, Trobridge knowingly and improperly stole, converted, or took by fraud multiple items of personal property from Micro Tool. Upon information and belief, Trobridge misappropriated Micro Tool cash and converted said cash into tangible items, including such items as clothing, watches, and hats, and sold these items in Trobridge's own name on various Internet auction sites. These goods were purchased for the benefit of, or on behalf of, Micro Tool with Micro Tool funds. The total value of these items exceeds \$5,000.

98. On information and belief, Trobridge then sold the goods that he had stolen, converted, or taken by fraud from Micro Tool on eBay and/or other Internet auction sites in his own name and for his own personal profit.

99. These items properly belonged to Micro Tool and the only proper use thereof was for the benefit of the company and its shareholders. This was usurped by the Defendants' scheme.

100. On information and belief, Defendants subsequently caused these stolen items to be transported to the purchasers via

1 United States postal mail, commercial mail, or other means
2 of transport in interstate commerce.

3 Injury to Plaintiffs' Property

4 101.The conduct of the Enterprise by Trobridge, as an
5 individual and as an officer of Micro Tool, and Micro Tool,
6 in the manner described above injured Plaintiffs by (i)
7 taking goods from Micro Tool whose proper use was for the
8 benefit of its shareholders as realized profits and
9 dividends and thereby devaluing their interest in Micro
10 Tool and (ii) allegedly redeeming said interest for less
11 than fair market value.
12

13 Damages

14
15 102.As a direct and proximate result of Defendants' conduct in
16 violation of 18 USC § 1962, Plaintiffs' business and
17 property are damaged, subject to RICO damages, and continue
18 to be damaged in excess of \$75,000; therefore Plaintiffs
19 are entitled to treble damages in excess of \$225,000 and
20 their costs in bringing and pursuing this suit, and
21 attorneys fees where applicable.
22

23 COUNT XII
24 Claim for Replevin

25 103.Plaintiffs incorporate paragraphs 1 through 102 of the
26 Complaint as if fully rewritten herein.
27
28

1 104. Plaintiffs are the rightful owners of property in part
2 described in this Complaint, specifically those shares
3 purportedly obtained by Micro Tool through the Reverse
4 Stock Split and dividends improperly retained and expended
5 on behalf of Trobridge, and do hereby repeat their rightful
6 demand for the return of said property.

7
8 105. Defendants have failed, and/or refused, to return the
9 aforementioned property to Plaintiffs.

10 106. Plaintiffs are entitled to Replevin/Writ of Possession and
11 the return of said property to the Plaintiffs without
12 further delay.

13
14 COUNT XIII
15 Declaratory Judgment

16 107. Plaintiffs incorporate paragraphs 1 through 106 of the
17 Complaint as if fully rewritten herein.

18 108. On or about May 26, 2009, Trobridge caused a Revised Notice
19 of Special Shareholder Meeting to be held June 8, 2009 to
20 be sent to Plaintiffs via email and postal mail. This
21 revised notice was intended to further Trobridge's and
22 Micro Tool's scheme to defraud Plaintiffs of their shares
23 of Micro Tool.

24
25 109. On information and belief, no Special Shareholders Meeting
26 was actually held on June 8, 2009. Instead, a meeting was
27
28

1 held on June 9, 2009, for which no notice was provided to
2 the shareholders.

3 110. On information and belief, Trobridge was the only
4 shareholder present at the Special Shareholders' Meeting
5 held on June 9, 2009.

6 111. The Special Shareholders' Meeting was called for an
7 oppressive purpose, and was called and conducted in breach
8 of the fiduciary duties of the officer(s), director(s), and
9 majority shareholder of Micro Tool.

10 112. The Special Shareholders' Meeting was called in order to
11 effectuate the Reverse Stock Split. Although Ohio law
12 requires a business purpose for any reverse stock split,
13 there was no such business purpose for the Reverse Stock
14 Split.

15 113. Prior to the Special Shareholders' Meeting, Amber and Erica
16 combined their holdings into a single holding of twelve
17 (12) shares, as tenants-in-common.

18 114. Trobridge failed to recognize the ownership interests in
19 tenancy in common of Amber and Erica.

20 115. Plaintiffs request that this Court issue a declaratory
21 judgment holding that the Special Shareholders' Meeting
22 held on or about June 8 or 9, 2009, was invalid and all
23 actions taken at that meeting, including the Reverse Stock
24 Split, are null and void.

1 116. In the alternative, Plaintiffs request that this Court
2 issue a declaratory judgment holding that Amber and Erica
3 validly combined their shares into one holding of twelve
4 (12) shares as tenants-in-common prior to the Reverse Stock
5 Split and, therefore, the Reverse Stock Split resulted in
6 their holding one and one-third ($1 \frac{1}{3}$) share as tenants-in-
7 common.
8

9 COUNT XIV
10 Piercing the Corporate Veil

11 117. Plaintiffs incorporate paragraphs 1 through 116 of the
12 Complaint as if fully rewritten herein.

13 118. Trobridge is Micro Tool's majority shareholder and is, on
14 information and belief, Micro Tool's president and sole
15 director, in contravention of Ohio law.
16

17 119. As set forth above, Trobridge exercised domination and
18 complete control over Micro Tool, such that Micro Tool
19 effectively had no separate mind, will, or existence of its
20 own.
21

22 120. As set forth above, Trobridge exercised his domination of,
23 and complete control over, Micro Tool in such a manner as
24 to commit fraud against the other shareholders, including
25 Plaintiffs.

26 121. As a direct and proximate result of Trobridge's domination
27 of, and complete control over, Micro Tool, Plaintiffs have
28

1 suffered injury and unjust loss; accordingly, the corporate
2 form may be disregarded and Trobridge may be held liable
3 for Micro Tool's acts and/or admissions for damages in
4 excess of \$75,000.00. Plaintiffs are entitled to
5 compensatory and punitive damages, interest, attorneys'
6 fees and costs, and all other legal and equitable relief.
7

8 COUNT XV

9 **Piercing the Corporate Veil**

10 122.Plaintiffs incorporate paragraphs 1 through 121 of the
11 Complaint as if fully rewritten herein.

12 123.Trobridge is Micro Tool's majority shareholder, and is, on
13 information and belief, Micro Tool's president and sole
14 director, in contravention of Ohio law.

15 124.As set forth above, Trobridge exercised domination and
16 complete control over Micro Tool, such that Micro Tool
17 effectively had no separate mind, will, or existence of its
18 own and was merely Trobridge's alter ego.
19

20 125.As set forth above, Trobridge exercised his domination of,
21 and complete control over, Micro Tool in such a manner as
22 to commit fraud against the other shareholders, including
23 Plaintiffs.
24

25 126.Given Trobridge's domination of and complete control over
26 Micro Tool and his use of Micro tool in the various
27 improper ways alleged throughout this Complaint, adherence
28

1 to the corporate fiction that Micro Tool is a separate
2 entity from Trobridge would sanction fraud and promote
3 injustice.

4 127. As a direct and proximate result of Trobridge's domination
5 of, and complete control over, Micro Tool, Plaintiffs have
6 suffered injury and unjust loss; accordingly, the corporate
7 form may be disregarded and Micro Tool may be held liable
8 for Trobridge's acts and/or admissions for damages in
9 excess of \$75,000.00. Plaintiffs are entitled to
10 compensatory and punitive damages, interest, attorneys'
11 fees and costs, and all other legal and equitable relief.
12

13
14 COUNT XVI
15 **Punitive Damages**

16 128. Paragraphs 1 through 127 of the Complaint are incorporated
17 herein as if fully rewritten.

18 129. Defendants' repeated acts and/or omissions, described
19 throughout the Complaint, are grossly negligent, reckless,
20 intentional, aggravated, egregious, and/or conducted with
21 knowledge of their harmful effects towards Plaintiffs.
22

23 130. Defendants' acts and/or omissions, described throughout the
24 Complaint, were done knowingly, intentionally, and/or with
25 an intentional disregard to the facts that created a high
26 probability of injury to Plaintiffs' financial condition
27 and rights under law.
28

1 131. Defendants' acts and/or omissions, described throughout the
2 Complaint, were undertaken with deliberate indifference to
3 the high probability of injury to Plaintiffs' rights.

4 132. Defendants' acts and/or omissions, described throughout the
5 Complaint, were aggravated, egregious, outrageous, were
6 undertaken with evil motive or reckless indifference to
7 Plaintiffs' rights.
8

9 133. Defendants' acts and/or omissions, described throughout the
10 Complaint, were willful and wanton, demonstrated a
11 conscience awareness and/or conscience indifference that
12 their acts injured Plaintiffs.
13

14 134. Defendants' acts and/or omissions were done with scienter.

15 135. Defendants' acts and/or omissions constitute breach of
16 fiduciary duties, malice, aggravated or egregious fraud,
17 and/or oppression.
18

19 136. Punitive damages are available under: (1) federal
20 securities law; and (2) Ohio law (Ohio Revised Code
21 § 2315.21), with all applicable caps and limitations; and
22 (3) Nevada law (Nevada Revised Statute 42.005) with all
23 applicable caps and limitations.
24

25 137. The acts and/or omissions set forth in this Complaint
26 entitle Plaintiffs to punitive damages, in an amount
27 established at trial, estimated to be in excess of
28 \$100,000.

COUNT XVII

Appointment of a Receiver

138. Plaintiffs incorporate paragraphs 1 through 137 of the Complaint as if fully rewritten herein.

139. As demonstrated in the foregoing counts of this Complaint, Plaintiffs have multiple valid claims against Defendants.

140. As demonstrated in the foregoing counts of this Complaint, Trobridge has committed multiple acts of fraud, corporate abuse, and domination, in connection with his management of Micro Tool.

141. Defendants' ongoing mismanagement of Micro Tool makes it probable that the assets of Micro Tool will be lost, concealed, or squandered, thus irreparably harming the other shareholders of Micro Tool, including Plaintiffs.

142. The injury to Defendants by the appointment of a receiver to manage Micro Tool would be minimal. Trobridge would only be prevented from committing further and ongoing fraud, breaches of fiduciary duty, and conversion and Micro Tool would actually benefit by the appointment of an independent receiver to manage it.

143. Therefore, Plaintiffs request that this Court appoint a receiver to manage Micro Tool during the pendency of this action.

1 144. Plaintiffs also request that this Court order such receiver
2 to continue in office after judgment in this case to bring
3 action in the name of Micro Tool against Trobridge to
4 recover the losses incurred due to Trobridge's fraud,
5 mismanagement, breach of fiduciary duties, waste,
6 conversion, and any other similar types of acts discovered
7 by the receiver or through discovery.
8

9 145. Plaintiffs also request that this Court order that, upon
10 conclusion of this action and any actions instituted by the
11 receiver, the receiver sell Micro Tool at auction and
12 distribute the proceeds pro-rata to the shareholders, and
13 that any and all monies due Trobridge be held in trust to
14 address the claims set forth herein.
15

16 RIGHT OF APPRAISAL

17 In the alternative, if this Court finds that the Reverse
18 Stock Split was valid and Plaintiffs' fractional shares, whether
19 two-thirds ($2/3$) of a share from each individual or one-third
20 ($1/3$) of a share from their joint holding as tenants-in-common,
21 were properly redeemed, Plaintiffs hereby demand right of
22 appraisal for the determination of fair market value of Micro
23 Tool and its applicable shares as of the redemption, the subject
24 matter in part of this Complaint.
25
26
27
28

ACCOUNTING

As demonstrated above, Trobridge has committed multiple acts of fraud, corporate abuse, and domination in connection with his management of Micro Tool. Trobridge's continual fraud, corporate abuse, waste, conversion, and mismanagement of Micro Tool makes it probable that the assets of Micro Tool have been lost, concealed, squandered, dispersed, and/or distributed. Thus, a suitable accounting will be necessary to track and identify the assets of Micro Tool that Trobridge has lost, concealed, squandered, dispersed, and/or distributed. Accordingly, the Plaintiffs request that this Court issue an Order requiring Defendants Micro Tool and Trobridge to submit a verified, sworn accounting that identifies, since January 1, 2000, their assets and liabilities, all bank accounts maintained in their name or for their benefit, and all funds received or distributed by Defendants.

TRIAL BY JURY

Plaintiffs hereby demand trial by Jury.

WHEREFORE, Plaintiffs Amber Trobridge and Erica Trobridge pray for the following relief:

- A. That Plaintiffs be granted judgment on all Counts in the Complaint;

1 B. That Plaintiffs be awarded compensatory damages in
2 excess of \$75,000;

3 C. That Plaintiffs be awarded treble damages in excess of
4 \$225,000, their costs in bringing and pursuing this
5 suit, and attorneys' fees, on Count XI of the
6 Complaint;

7 D. That Plaintiffs be awarded interest, attorneys' fees,
8 and costs;

9 E. That Plaintiffs be awarded punitive damages estimated
10 in excess of \$100,000 on all applicable counts;

11 F. That this Court issue an Order appointing a receiver
12 as requested in this Complaint, or in the alternative,
13 that this Court issue an Order determining the fair
14 market value of Micro Tool and its shares as of the
15 date of the Reverse Stock Split;

16 G. That this Court issue an Order requiring Defendants
17 Micro Tool Services, Inc. and Larry Neil Trobridge to
18 submit a verified, sworn accounting that identifies,
19 since January 1, 2000, their assets and liabilities,
20 all bank accounts maintained in their name or for
21 their benefit, and all funds received or distributed
22 by Defendants; and
23
24
25
26

27 ...

28 ...

1 H. All other relief, both legal and equitable, as this
2 Court finds appropriate and just.

3 Respectfully submitted,

4 /s/Patrick C. Clary

5 Patrick C. Clary

6 PATRICK C. CLARY, CHARTERED

7 7201 West Lake Mead Boulevard,
Suite 410

8 Las Vegas, Nevada 89128

9 Phone: 702-382-0813

10 Fax: 702-382-7277

11 E-Mail:

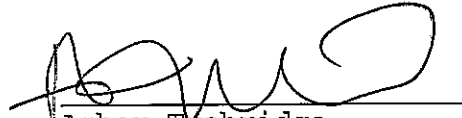
12 PatClary@PatClaryLaw.com

13 Attorneys for Plaintiffs Amber
14 and Erica Trobridge
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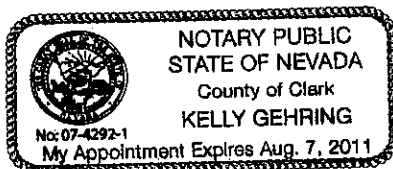
1 STATE OF Nevada)
2 COUNTY OF Clark) ss.:
3

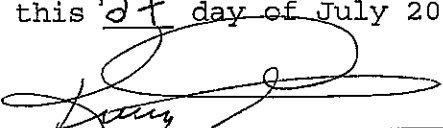
4 I, Amber Trobridge, having been first duly sworn depose and
5 state as follows:

6 That I am one of the Plaintiffs in the above-captioned case
7 and I have read the foregoing Verified Complaint for Money
8 Damages Derivative Claim and Replevin/Writ of Possession and
9 Jury Demand Endorsed Herein and the allegations contained
10 therein are true and correct to the best of my knowledge except
11 for those matters based upon information and belief and as to
12 those matters I believe them to be true.
13

14 
15 Amber Trobridge
16

17 SUBSCRIBED AND SWORN to before me this 27 day of July 2010.
18




Notary Public in and for
Said County and State

1 STATE OF Georgia)
 2 COUNTY OF Fulton) ss.:

3
 4 I, Erica Trobridge, having been first duly sworn depose and
 5 state as follows:

6 That I am one of the Plaintiffs in the above-captioned case
 7 and I have read the foregoing Verified Complaint for Money
 8 Damages Derivative Claim and Replevin/Writ of Possession and
 9 Jury Demand Endorsed Herein and the allegations contained
 10 therein are true and correct to the best of my knowledge except
 11 for those matters based upon information and belief and as to
 12 those matters I believe them to be true.
 13

14 Erica Trobridge
 15 Erica Trobridge
 16

17 SUBSCRIBED AND SWORN to before me this 26 day of July 2010.

18 Tashonia Pittman
 19 Notary Public in and for
 20 Said County and State
 21

